

1 BILL NO. A-92-12-12

2 APPROPRIATION NO. A-01-93

3 AN ORDINANCE appropriating monies
4 into an account enabling the lease
5 payment to be made to Standard
6 Federal Plaza Associates in
7 accordance with a Lease Agreement
8 dated April 13, 1988;

9 WHEREAS, on April 13, 1988, the Fort Wayne
10 Redevelopment Commission adopted Resolution 88-11,
11 approving a lease agreement with Standard Federal Plaza
12 Associates for the lease of 270 parking spaces in the
13 garage of the Standard Federal Plaza Building; and

14 WHEREAS, said Lease Agreement required Common
15 Council approval; and

16 WHEREAS, on May 10, 1988, the Common Council of
17 the City of Fort Wayne did pass Resolution R-88-04-26,
18 which approved said lease agreement between the Fort
19 Wayne Redevelopment Commission and Standard Federal Plaza
20 Associates;

21 WHEREAS, the duration of said lease agreement
22 is ten (10) years commencing from June 5, 1989, the day
23 the Certificate of Occupancy was issued for the Standard
24 Federal Plaza Building;

25 WHEREAS, said agreement provides for the annual
26 appropriation of the lease payment for the 270 parking
27 spaces; and

28 WHEREAS, funds in the amount of \$364,236.70
29 will be received on or about December 30, 1992; and
30 funds in the amount of \$200,329.00 will be received on or
31 about June 30, 1993; and funds in the approximate amount
32 of \$100,329.00 will be received on or about December 30,
1993; and

WHEREAS, said lease payment represents the TIF
portion of property taxes collected as follows:

SPRING 1991 pay 1992	\$182,118.35
FALL 1991 pay 1992	182,118.35
SPRING 1992 pay 1993	200,329.00 (estimate)
FALL 1992 pay 1993	200,329.00 (estimate)

WHEREAS, the City Controller recommends approval of said appropriation for said lease payment; and

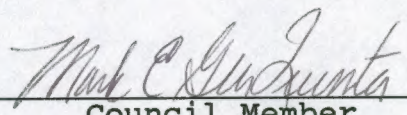
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That there is hereby appropriated to the 1993 budget account of the department listed below, the following amounts to wit:

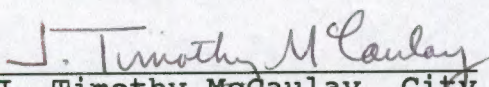
ADDITIONAL APPROPRIATION

TIF ALLOCATION FUND	LEASE PAYMENT	<u>Appropriation</u>
4385		\$764,894.70

SECTION 2. That this ordinance shall be in full force and affect from and after its passage and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

BILL NO. R-88-04-26 (AS AMENDED)

RESOLUTION NO. R-21-88

A RESOLUTION APPROVING THE LEASE OF
270 PARKING SPACES BY THE FORT
WAYNE REDEVELOPMENT COMMISSION
FROM KIRCO-KEENAN OFFICE ASSOCIATES

WHEREAS, the Fort Wayne Redevelopment Commission, as Leasing Agent for the City of Fort Wayne, Department of Redevelopment, has negotiated a Lease with Kirco-Keenan Office Associates, an Indiana General Partnership, for the lease of 270 parking spaces to be located in the Standard Federal Plaza Parking Garage, which garage is located on parts of Lots No. 88, 89, 90, 91 of the Original Plat to the City of Fort Wayne, Indiana; and

WHEREAS, the Fort Wayne Redevelopment Commission has received a Petition signed by fifty or more taxpayers of the Fort Wayne Redevelopment District; and

WHEREAS, the Fort Wayne Redevelopment Commission has adopted its Resolution No. 88-11 approving said Lease; and

WHEREAS, the Fort Wayne Redevelopment Commission has adopted its Resolution No. 88-11 approving said Lease; and

WHEREAS, pursuant to I.C. 36-1-10-7, the Fort Wayne Redevelopment Commission may not lease the 270 parking spaces unless this Common Council determines, after investigation, that

the parking structure is needed; and

WHEREAS, this Common Council has investigated the need for public parking spaces near the Main Street corridor of public and civic buildings and finds that additional public parking is needed.

NOW, THEREFORE, be it resolved by the Common Council of the City of Fort Wayne:

SECTION 1. It is hereby found and determined, after investigation, that additional public parking spaces are needed in the area of Freiman Square, the City-County Building, the Performing Arts Center, and the Art Museum.

SECTION 2. It is hereby found and determined that the proposed Lease Agreement between the City of Fort Wayne, Department of Redevelopment and Kirco-Keenan Office Associates, as Indiana General Partnership, which Lease Agreement is attached hereto, as a part hereof, as Exhibit "A" (the "Lease Agreement") will provide 270 parking spaces for public use from 6:00 P.M. to 6:00 A.M. Monday through Friday, and from 6:00 P.M. Friday to 6:00 A.M. Monday.

SECTION 3. It is hereby found and determined that the parking spaces to be leased by the City of Fort Wayne, Department of Redevelopment, pursuant to the Lease Agreement, are necessary

and needed.

SECTION 4. The Lease Agreement is hereby approved and ratified subject to annual appropriation as provided for in said Lease Agreement providing, however, that the provisions contained in the lease that allow for a renewal of its terms shall be construed to require Councilmanic approval before the enactment of any such renewals.

SECTION 5. This Resolution shall be in full force and effect from and after its passage and signing by the Mayor.

Donald J. Schmidt

Councilmember

Read the third time in full and on motion by Schmidt, seconded by Redd, and duly adopted, placed on its passage.
PASSED by the following vote:

AYES: Eight

Burns, GiaQuinta, Henry, Long, Redd, Schmidt,

Stier, Talarico

NAYS: One

Bradbury

ABSTAINED: None

ABSENT: None

DATE: 5-10-88

Sandra E. Kennedy
City Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as Resolution No. R-21-88 on the 10th day of May, 1988.

ATTEST:

(SEAL)

Sandra E. Kennedy
City ClerkThomas C. Henry
Presiding Officer

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of May, 1988, at the hour of 2:00 o'clock P.M., E.S.T.

Sandra E. Kennedy
City Clerk

Approved and signed by me this 11th day of May, 1988, at the hour of 4:30 o'clock P.M., E.S.T.

Paul Helmke
Mayor

BILL NO. Z-88-02-19 (AS AMENDED)
ZONING MAP ORDINANCE NO. Z-06-88

REPORT OF THE COMMITTEE ON REGULATIONS

We, your Committee on Regulations to whom was referred an Ordinance amending the City of Fort Wayne Zoning Map No. M-46 have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS

Janet G. Bradbury
Mark E. GiaQuinta
Charles B. Redd
David C. Long
Paul M. Burns

DATE: 5-10-88

Sandra E. Kennedy
City Clerk

RESOLUTION 88-11

Resolution of the Fort Wayne Redevelopment Commission,
Governing Body of the City of Fort Wayne,
Department of Redevelopment,
Approving Standard Federal Lease Agreement

WHEREAS, the Commission is dedicated and committed to the redevelopment of downtown Fort Wayne; and

WHEREAS, the Commission, as part of this commitment to the redevelopment of downtown Fort Wayne, and pursuant to State law, is committed to the redevelopment of blighted areas within the downtown; and

WHEREAS, the east one half of the block in downtown Fort Wayne, Indiana, surrounded by Clinton Street on the west, Berry Street on the south, Barr Street on the east, and Main Street on the north, has been declared an Urban Renewal Area; and

WHEREAS, the Commission recognizes there is a need for public parking in the area to support evening and weekend activities for the Performing Arts Center, Art Museum and Freimann Park; and

WHEREAS, the Keenan Development Co., Inc. is willing to develop a commercial office and parking facility on the said Urban Renewal Area if the Commission would lease the parking facilities; and

WHEREAS, the Commission did hold a public hearing according to I.C. 36-7-14 on the issue of leasing the 278 space parking facility; and

WHEREAS, the Commission did on June 30, 1986, enter into an agreement with the Keenan Development Co., Inc.; and

WHEREAS, the agreement obligated the Commission, subject to the Keenan Development Co., Inc., constructing a 142,000 square foot commercial office facility with a minimum of two hundred seventy eight (278) parking spaces, to agree that it will, subject to I.C. 36-1-10, enter into a lease of two hundred seventy eight (278) parking spaces in said parking garage; and

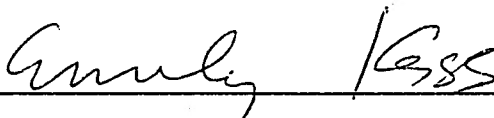
WHEREAS, the Keenan Development Co., Inc. is in the construction phase of their development and needs to exercise a parking lease agreement with this Commission in order to receive a final commitment on their permanent financing; and

WHEREAS, the Commission has determined that it is in the best interest of the community and downtown development as a whole to enter into the parking garage lease agreement with the Keenan Development Co., Inc.

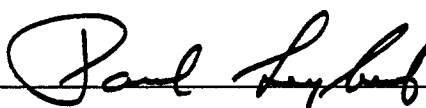
NOW, THEREFORE, BE IT RESOLVED, by the Fort Wayne Redevelopment Commission, Governing Body of the City of Fort Wayne, Department of Redevelopment, that:

- 1) The Keenan Development Co., Inc.'s lease agreement is hereby approved
- 2) The Commission President is hereby directed to execute said agreement subject to the City of Fort Wayne Common Council approval

FORT WAYNE REDEVELOPMENT COMMISSION



Emily Kass, President



Paul Seybert, Secretary

Adopted: April 13, 1988

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this 13 day of APRIL, 1988, but effective as of the date provided for herein, between KIRCO-KEENAN OFFICE ASSOCIATES, an Indiana General Partnership, assignee of KEENAN DEVELOPMENT CO., INC. ("Landlord") and THE CITY OF FORT WAYNE, DEPARTMENT OF REDEVELOPMENT, by the FORT WAYNE REDEVELOPMENT COMMISSION ("Tenant"):

W I T N E S S E T H:

WHEREAS, Landlord plans to construct a ten-story 245,000 gross square foot office building on the Southwest corner of Barr and Main Streets in Fort Wayne, Indiana, the legal description of which is attached hereto as Exhibit "A" and which building is planned to include a 270 space parking garage (such building and garage is hereinafter referred to as the "Standard Federal Plaza"); and

WHEREAS, the above described Standard Federal Plaza is located in the Civic Center Renewal Area and within an allocation area as described in I.C. 36-7-14-39(b)(2); and

WHEREAS, the Civic Center Urban Renewal Plan recommends the site of the Standard Federal Plaza for location of a garage to add to the available parking for public events at the nearby City-County Building, Performing Arts Center, Museum and Freiman Park; and

WHEREAS, Tenant desires to assist the citizens of Fort Wayne and their visitors by making parking available to the general public in the Standard Federal Plaza.

NOW THEREFORE, in consideration of the promises herein contained, it is agreed as follows:

SECTION 1. Parking Spaces.

Landlord hereby agrees to lease to and Tenant agrees to receive from Landlord 270 parking spaces in the Standard Federal Plaza, said spaces shall be made available for use by Tenant during the hours from 6:00 p.m. to 6:00 a.m., Monday through Friday, and from 6:00 p.m. Friday to 6:00 a.m. Monday for the term of this Lease.

SECTION 2. Term.

This Lease shall commence and be effective from and after the date a Certificate of Occupancy is issued for the Standard

Federal Plaza and for a period of ten years thereafter, unless sooner terminated as provided for herein, or extended pursuant to Tenant's option to renew as also provided for herein.

SECTION 3. Rent.

Tenant shall pay rent for the parking spaces herein leased, at the times and in the manner herein provided.

A. Amount of rent.

The rent to be paid by Tenant shall be computed annually as follows:

The rent shall equal the property tax proceeds collected each year during the Lease term which are allocated to the Redevelopment District and paid by the Treasurer of Allen County into the allocation fund established pursuant to I.C. 36-7-14-39(b)(2) and which are assessed on the real estate and improvements referred to on the attached Exhibit "A".

(b) Time for payment.

The rent amounts, as determined in sub-paragraph (a) above, are due and shall be paid without notice or demand within thirty (30) days after receipt by Tenant of the property tax proceeds from the Treasurer of Allen County.

SECTION 4. Renewal Option.

(a) Tenant, at its sole election, shall have the right to renew this Lease for two (2) consecutive five-year renewal periods, commencing on the expiration of the initial ten-year term of this Lease. Tenant shall give Landlord notice not later than six (6) months prior to the expiration of the initial ten-year term with respect to the first renewal period and not later than six (6) months prior to the end of the first renewal term with respect to the succeeding five-year renewal term. Upon giving notice, this Lease thereupon shall be deemed renewed for such renewal term with the same force and effect as if such renewal term had been originally included in the term of this Lease.

(b) All of the terms, covenants and conditions of this Lease shall continue in full force and effect during any renewal term except (i) those which by their terms are no longer applicable and (ii) the rent during the renewal term shall be determined as provided in subsection (c) of this Section 4.

(c) The rent during any renewal period shall be computed by making the calculation as set forth in Section 3(a) herein and dividing that figure by 2.

(d) Any cancellation or termination of this Lease shall terminate the right of renewal provided in this Section 4

SECTION 5. Repair and Maintenance.

(a) Landlord shall take care of the leased premises, shall keep them in good order and condition and shall make all necessary repairs, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen.

(b) Landlord shall keep the leased premises clear and the sidewalks and driveways free from snow, ice, rubbish and other obstructions.

(c) Landlord shall provide and maintain, throughout the initial term of this Lease and throughout any extension or renewal of the term of this Lease, adequate lighting for the areas reserved for parking by Tenant and shall keep the lighting systems in good order and repair.

(d) Landlord shall maintain all elevators in good working order at all times.

SECTION 6. Tenant's Use of Spaces, Subletting.

It is understood and agreed that Tenant's use of the spaces rented pursuant to this Lease is for the parking needs of the general public and Landlord agrees that it will make the parking spaces leased herein available to the general public at all times agreed to herein at no cost to the parker. If for security reasons either party desires that the hours of the parking garage be reduced, they shall request from the other party consent to reduce

said hours, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall have the right, on seven (7) days written notice to Landlord, to require Landlord to charge fees to the general public for use of Tenant's spaces. Said fees shall be established by Tenant. Landlord agrees that in the event Tenant makes the request as provided for herein, Landlord will provide the services of a parking lot attendant to collect the fees established. The cost of the attendant's services shall be deducted from the proceeds of the parking fees collected, and the balance of the parking fees shall be disbursed to Tenant.

SECTION 7. Indemnification and Insurance.

From and after the date of the commencement of the term of this Lease, Landlord will hold the Tenant harmless from and against any and all claims, suits, damages or causes of action for damages arising after the commencement of the term of this Lease, and from any against any orders or decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person, damage to property or loss of life sustained in or about the leased premises and the buildings and improvements thereon, during the term of this Lease, or upon the sidewalks, driveways, steps, railings, approaches, and elevators appurtenant thereto by any person or persons whatever. Further, Landlord agrees to pay the reasonable cost of defense incurred by Tenant in defending itself against any claim, suit, or cause of action covered herein.

Landlord agrees that it will procure and keep in force and effect, at its expense, public liability and property damage insurance, insuring both the Landlord and the Tenant for damages resulting from any injury to person, damage to property or loss of life sustained in or about the leased premises, said insurance to be in such amounts as are agreed to from time to time between the parties.

SECTION 8. Mortgage of Leased Property.

It is understood by the Tenant that the Landlord may mortgage the leased premises or a part thereof. Upon Landlord's

written request, Tenant shall execute and deliver to Landlord an agreement in recordable form subordinating its rights hereunder to the lien of any mortgage or mortgages hereafter encumbering the leased premises or any part thereof. Tenant, however, shall not be required to subordinate its rights hereunder to any mortgage to which Tenant's rights would not otherwise be subordinate unless and until the holder of such mortgage executes and delivers to Tenant a written agreement providing, in substance, that so long as Tenant faithfully discharges its obligations under this Lease, its tenancy will not be disturbed nor its rights hereunder affected by any default by Landlord under any instrument creating or secured by such mortgage, and that in the event of foreclosure or any other enforcement of such mortgage, the rights of Tenant hereunder shall expressly survive and this Lease shall continue in full force and effect.

SECTION 9. Annual Appropriation.

The obligations of Tenant to pay the rent due herein is subject to annual appropriation by Tenant and the Common Council of the City of Fort Wayne. Tenant agrees that it will include in its budget for each year during the term of this Lease the amount required to make the rent payments provided for herein.

SECTION 10. Compliance with Laws.

Throughout the term of this Lease, and any renewals thereof, Landlord, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers. Landlord agrees that it will promptly make payment to all taxing authorities for taxes due on the leased premises and particularly, all taxes assessed against the real estate and improvements leased herein.

SECTION 11. Signs.

Landlord agrees that if requested by Tenant it will provide a sign or signs upon the outside of the leased premises indicating that the parking facilities are available to the general public in the hours of its availability.

SECTION 12. Remedies.

- (a) In the event a Certificate of Occupancy is not issued for the Standard Federal Plaza on or before December 31, 1989, Tenant shall have the right to terminate this Lease and neither party hereto will have any liability to the other for said termination.
- (b) Landlord may not restrict the right of Tenant to free and unimpeded access to the parking spaces during the times provided for herein without the prior written consent of Tenant. In the event of the failure of Landlord to provide free and unimpeded access to the parking spaces as provided for herein, Tenant, shall have the right to offset against the rent due hereunder one three hundred and sixtieth ($1/360$) of the annual rent due herein for each day that Tenant's access is restricted. For purposes of this section, access will be deemed to be restricted if more than thirty-three and one-third percent ($33\frac{1}{3}\%$) of the parking spaces are restricted and not able to be used by Tenant.
- (c) In the event Tenant fails to make payment of the rent when due, or, in the event the Common Council fails to appropriate sufficient sums to make the rental payments when due, Landlord shall have the right to terminate this Lease.
- (d) The specific remedies to which Landlord or Tenant may resort under the provisions of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which either of them may be lawfully entitled in case of any breach or threatened breach by the other of any of the terms, covenants, and conditions of this Lease.

SECTION 13. Termination.

Landlord may terminate this Lease at any time on thirty (30) days prior written notice to Tenant. In the event of such termination, rent shall be prorated to the day of termination and any balance due from either party to the other shall be paid.

SECTION 14. Notices.

All notices which may be given under this Lease shall be deemed to be properly given if sent by United States certified or registered mail, return receipt requested, and addressed:

- (a) If to Tenant to the Fort Wayne Redevelopment Commission, Attention Director, One Main Street, City-County Building, Fort Wayne, Indiana, 46802, with a copy to the City Attorney or
- (b) If to Landlord to

SECTION 15. Succession.

Except as otherwise expressly provided herein, this Lease and all the terms, covenants, conditions, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Landlord and Tenant, and the respective successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first-above written.

CITY OF FORT WAYNE
DEPARTMENT OF REDEVELOPMENT BY THE
FORT WAYNE REDEVELOPMENT COMMISSION

BY: [Signature] / KASS
President

ATTEST:

[Signature]
Secretary

KIRCO-KEENAN OFFICE ASSOCIATES
By KEENAN DEVELOPMENT CO., INC.
AN INDIANA CORPORATION, ITS GENERAL
Partner

BY: [Signature]
GARY M. Cappelli, President

ATTEST:

William R. Martin, Sec.
William R. Martin, Secretary

Read the first time in full and on motion by Dr. J. J. [Signature], seconded by [Signature], and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on Tuesday, the 5th day of January, 1993, at 7:00 o'clock P. M., E.S.T.
DATED: 12-22-92 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Schmidt, seconded by [Signature], and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 1-12-93

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. A-01-93 on the 12th day of January, 1993

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark C. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of January, 1993, at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 13th day of January, 1993, at the hour of 4:00 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ROOM 122 • FORT WAYNE, INDIANA 46802 • 219-427-1208

SANDRA E. KENNEDY, CITY CLERK

December 23, 1992

Ms. Connie Lambert
Fort Wayne Newspapers, Inc.
600 West Main Street
Fort Wayne, IN 46802

Dear Ms. Lambert:

Please give the attached full coverage on the date of
December 26, 1992, in both the News Sentinel and Journal
Gazette.

RE: Legal Notice for Common Council
of Fort Wayne, IN

Bill No. A-92-12-12
Standard Federal Plaza Associates

Please send us 5 copies of the Publisher's Affidavit from
both newspapers.

Thank you.

Sincerely yours,

Sandra E. Kennedy
City Clerk

SEK/ne
ENCL: 1

NOTICE TO TAXPAPERS OF
ADDITIONAL APPROPRIATIONS

Notice is hereby given to the taxpayers of the City of Fort Wayne, Allen County, Indiana, that the Common Council of said Municipality will, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on Tuesday, the 5th day of January, 19 93, at 7:00 P.M. o'clock, Eastern Standard Time, consider the following additional appropriations which said Council considers necessary to meet an extraordinary emergency existing at this time.

BILL NO. A-92-12-12

7 WHEREAS, on April 13, 1988, the Fort Wayne
8 Redevelopment Commission adopted Resolution 88-11,
9 approving a lease agreement with Standard Federal Plaza
10 Associates for the lease of 270 parking spaces in the
11 garage of the Standard Federal Plaza Building; and

12 WHEREAS, said Lease Agreement required Common
13 Council approval; and

14 WHEREAS, on May 10, 1988, the Common Council of
15 the City of Fort Wayne did pass Resolution R-88-04-26,
16 which approved said lease agreement between the Fort
17 Wayne Redevelopment Commission and Standard Federal Plaza
18 Associates;

19 WHEREAS, the duration of said lease agreement
20 is ten (10) years commencing from June 5, 1989, the day
21 the Certificate of Occupancy was issued for the Standard
22 Federal Plaza Building;

23 WHEREAS, said agreement provides for the annual
24 appropriation of the lease payment for the 270 parking
25 spaces; and

26 WHEREAS, funds in the amount of \$364,236.70
27 will be received on or about December 30, 1992; and
28 funds in the amount of \$200,329.00 will be received on or
29 about June 30, 1993; and funds in the approximate amount
30 of \$100,329.00 will be received on or about December 30,
31 1993; and

32 WHEREAS, said lease payment represents the TIF
portion of property taxes collected as follows:

1	SPRING 1991 pay 1992	\$182,118.35
2	FALL 1991 pay 1992	182,118.35
3	SPRING 1992 pay 1993	200,329.00 (estimate)
4	FALL 1992 pay 1993	200,329.00 (estimate)

5 WHEREAS, the City Controller recommends
6 approval of said appropriation for said lease payment;
7 and

8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
9 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

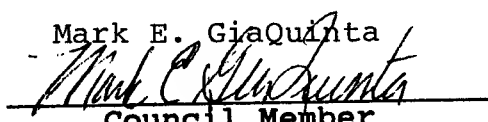
10 SECTION 1. That there is hereby appropriated
11 to the 1993 budget account of the department listed
12 below, the following amounts to wit:

13 ADDITIONAL APPROPRIATION

14	TIF ALLOCATION FUND	LEASE PAYMENT	<u>Appropriation</u>
15	4385		\$764,894.70

16 SECTION 2. That this ordinance shall be in
17 full force and affect from and after its passage and all
18 necessary approval by the Mayor.

19 Mark E. GiaQuinta

20 
21 Council Member

Taxpayers appearing at such meeting shall have a right to be heard thereon. The additional appropriation, as finally made, will be automatically referred to the State Board of Tax Commissioners, which Commission will hold a further hearing within fifteen days at the County Auditor's Office of Allen County, Indiana, or at such other place as may be designated. At such hearing, taxpayers objection to any of such additional appropriations may be heard and interested taxpayers may inquire of the County Auditor when and where such hearing will be held.


SANDRA E. KENNEDY, CITY CLERK



Fort Wayne Redevelopment Commission

TO: Fort Wayne City Council Persons

FROM: Ron Fletcher, Executive Director
Fort Wayne Redevelopment Commission

DATE: December 15, 1992

RE: Standard Federal Plaza Garage Lease Payment

R. F.

A 92-12-12

The Fort Wayne Redevelopment Commission entered into a garage lease agreement with Kirco-Keenan Office Associates on April 13, 1988, to lease 270 parking spaces in the Standard Federal Plaza Parking Garage. This was part of an overall \$20.0 Million dollar financing package for the development of the 245,000 sq. ft. Class A Standard Federal Plaza office building. The major terms of the agreement are as follows:

1. Redevelopment Commission would lease 270 parking spaces for ten years from the hours of 6:00 p.m. to 6:00 a.m., Monday through Friday, and from 6:00 p.m. Friday to 6:00 a.m. Monday; the amount of the lease is to be the amount of the Tax Increment generated from the development. Parking would be available to the public during this time.
2. The developer would not ask for tax abatement even though they are entitled to receive 50% of their taxes on the improvements back over the ten year period.
3. The lease amount shall equal the Tax Increment generated by the project.
4. Developer would construct a 245,000 sq. ft. Class A office space and 270 space parking garage.

The Redevelopment Commission received lease approval from City Council on May 11, 1988, Resolution R-21-88.

The tax increment anticipated from the Allen County Auditor on or about December 30, 1992 for the 1991 pay 1992 tax year is \$364,236.70. The tax increment for the tax year 1992 pay 1993 is estimated to be \$400,658.00. Total additional appropriation is \$764,894.70. According to state statutes, I will need to request an additional appropriation before lease payments can be made to the developer.

If you need any additional information please call me at 427-1127.

Encl: Lease Agreement
Council Resolution R-21-88
Redevelopment Commission Resolution 88-11

One Main Street, Rm 840 City-County Building
Fort Wayne, Indiana 46802
Telephone: 219-427-1127
Fax: 219-427-1375

DIGEST SHEET

TITLE OF ORDINANCE APPROPRIATION

DEPARTMENT REQUESTING ORDINANCE REDEVELOPMENT COMMISSION

SYNOPSIS OF ORDINANCE APPROVES APPROPRIATION TO LEASE
AGREEMENT FOR PARKING SPACES IN THE STANDARD FEDERAL
PLAZA PARKING GARAGE.

A-92-12-12

EFFECT OF PASSAGE LEASE PAYMENT CAN BE MADE.

EFFECT OF NON-PASSAGE LEASE PAYMENT CANNOT BE MADE.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS)

ASSIGNED TO COMMITTEE (PRESIDENT)

BILL NO. A-92-12-12

REPORT OF THE COMMITTEE ON
FINANCE

ARCHIE L. LUNSEY & DONALD J. SCHMIDT - CO-CHAIRPERSONS
HENRY, EDMONDS, LONG

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) appropriating monies
into an account enabling the lease payment to be made to
Standard Federal Plaza Associates in accordance with a Lease
Agreement dated April 13, 1988

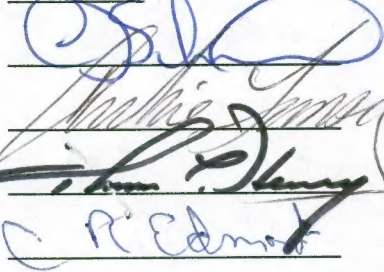
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC



DATED: 1-12-93.

Sandra E. Kennedy
City Clerk

FW Common Council
(Governmental Unit)

ALLEN
County, Indiana

To:

The Journal-Gazette
P.O. Box 100
Fort Wayne, IN

Dr.

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of type in which the body of the advertisement is set)
-- number of equivalent lines

Head -- number of lines

Body -- number of lines

Tail -- number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

72 lines, 1 columns wide equals 72 equivalent lines
at .33 cents per line

Additional charge for notices containing rule or tabular work
(50 percent of above amount)

Charge for extra proofs of publication (\$1.00 for each proof in excess of two)

TOTAL AMOUNT OF CLAIM

\$ 23.76

3.00

\$ 26.76

DATA FOR COMPUTING COST

Width of single column 12.5 ems

Number of insertions 1

Size of type 6 point

Pursuant to the provisions and penalties of Chapter 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date: Dec 26, 19 92

Title: Clerk

PUBLISHER'S AFFIDAVIT

State of Indiana)
be received on or about December 30, 1992; and funds in the amount of \$200,329.00 will be received on or about June 30, 1993; and funds in the approximate amount of \$100,329.00 will be received on or about December 30, 1993; and WHEREAS, said lease payment represents the TIF portion of property taxes collected as follows: SPRING 1991 pay 1992 \$182,118.35 FALL 1991 pay 1992 182,118.35 SPRING 1992 pay 1993 200,329.00 (estimate) FALL 1992 pay 1993 200,329.00 (estimate) WHEREAS, the City Controller recommends approval of said appropriation for said lease payment; and NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA: SECTION 1. That there is hereby appropriated to the 1993 budget account of the department listed below, the following amounts to wit: ADDITIONAL APPROPRIATION TIF Allocation Fund Lease Payment Appropriation 4385 \$764,894.70 SECTION 2. That this ordinance shall be in full force and affect from and after its passage and all necessary approval by the Mayor.

Mark E. GiaQuinta
Council Member
Taxpayers appearing at such meeting shall have a right to be heard thereon. The additional appropriation, as finally made, will be automatically referred to the State Board of Tax Commissioners, which Commission will hold a further hearing within fifteen days at the County Auditor's Office of Allen County, Indiana, or at such other place as may be designated. At such hearing, taxpayers objection to any of such additional appropriations may be heard and interested taxpayers may inquire of the County Auditor when and where such hearing, will be held.
SANDRA E. KENNEDY, CITY CLERK
12-28 #470

Notice To Taxpayers Of
Additional Appropriations
Notice is hereby given to the taxpayers of the City of Fort Wayne, Allen County, Indiana, that the Common Council of said Municipality will, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on Tuesday, the 5th day of January, 1993, at 7:00 P.M. o'clock, Eastern Standard Time, consider the following additional appropriations which said Council considers necessary to meet an extraordinary emergency existing at this time.
BILL NO. A-92-12-12
WHEREAS, on April 13, 1988, the Fort Wayne Redevelopment Commission adopted Resolution 88-11, approving a lease agreement with Standard Federal Plaza Associates for the lease of 270 parking spaces in the garage of the Standard Federal Plaza Building; and
WHEREAS, said Lease Agreement required Common Council approval; and
WHEREAS, on May 10, 1988, the Common Council of the City of Fort Wayne did pass Resolution R-8-04-26, which approved said lease agreement between the Fort Wayne Redevelopment Commission and Standard Federal Plaza Associates; and
WHEREAS, the duration of said lease agreement is in (10) years commencing from June 5, 1989, the day the Certificate of Occupancy was issued for the Standard Federal Plaza Building; and
WHEREAS, said agreement provides for the annual appropriation of the lease payment for the 270 parking spaces; and
WHEREAS, funds in the amount of \$364,236.70 will

be received on or about December 30, 1992; and funds in the amount of \$200,329.00 will be received on or about June 30, 1993; and funds in the approximate amount of \$100,329.00 will be received on or about December 30, 1993; and WHEREAS, said lease payment represents the TIF portion of property taxes collected as follows: SPRING 1991 pay 1992 \$182,118.35 FALL 1991 pay 1992 182,118.35 SPRING 1992 pay 1993 200,329.00 (estimate) FALL 1992 pay 1993 200,329.00 (estimate) WHEREAS, the City Controller recommends approval of said appropriation for said lease payment; and NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA: SECTION 1. That there is hereby appropriated to the 1993 budget account of the department listed below, the following amounts to wit: ADDITIONAL APPROPRIATION TIF Allocation Fund Lease Payment Appropriation 4385 \$764,894.70 SECTION 2. That this ordinance shall be in full force and affect from and after its passage and all necessary approval by the Mayor.

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Council Member
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SANDRA E. KENNEDY, CITY CLERK
12-28 #470

I, _____, a notary public in and for said county and state, the _____ who, being duly sworn, says that he/ she _____
The Journal-Gazette newspaper of general circulation published in the English language in the (city) (town) of _____ and county aforesaid, and that the printed matter appearing in _____ copy, which was duly published in said paper for the dates of publication being as follows:

26th day of Dec 19 92

Notary Public Whitley County, IN
SHELLEY R. LARUE

My commission expires: March 3, 1994

FW Common Council

(Governmental Unit)

ALLEN

County, Indiana

To:

The News-Sentinel

Dr.

P.O. Box 100

Fort Wayne, IN

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Clerk

PUBLISHER'S AFFIDAVIT

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WHEREAS, said lease payment represents the TIF portion of property taxes collected as follows: SPRING 1991 pay 1992 \$182,118.35

FALL 1991 pay 1992 182,118.35

SPRING 1992 pay 1993 200,329.00 (estimate)

FALL 1992 pay 1993 200,329.00 (estimate)

WHEREAS, the City Controller recommends approval of said appropriation for said lease payment; and

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That there is hereby appropriated to the 1993 budget account of the department listed below, the following amounts to wit:

ADDITIONAL APPROPRIATION

TIF Allocation Fund Lease Payment Appropriation 4385 \$764,894.70

SECTION 2. That this ordinance shall be in full force and affect from and after its passage and all necessary approval by the Mayor.

Mark E. GiaQuinta Council Member

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SANDRA E. KENNEDY, CITY CLERK

12-26

4470

I, a notary public in and for said county and state, the undersigned, who, being duly sworn, says that he/

The News-Sentinel newspaper of general

published in the English language in the (city) (town) of

and county aforesaid, and that the printed matter

copy, which was duly published in said paper for

the dates of publication being as follows:

me this 26th day of Dec 19 92

Notary Public Whitley County, IN
SHELLEY R. LARUE

My commission expires: March 3, 1994